

**Memorandum of Understanding Between the
Rosebud Sioux Tribe Department of Game, Fish, and Parks and the
South Dakota Department of Game, Fish and Parks**

I. EXISTENCE AND PURPOSE.

This Memorandum of Understanding (MOU) is hereby entered into this 17 day of October, 2016, by and between the Rosebud Sioux Tribe Department of Game, Fish, and Parks (RSTGFP) and the South Dakota Department of Game, Fish and Parks (SDGFP) to provide guidance and memorialize collaboration between these parties to facilitate and enhance management of shared natural resources occurring in Tripp, Todd, Mellette, Lyman, and Gregory Counties of South Dakota.

The purpose of this MOU is to formalize cooperative efforts by the Rosebud Sioux Tribe Department of Game, Fish, and Parks and South Dakota Department of Game, Fish and Parks where mutual interest exists to conduct collaborative operations. Collaborative operations between the parties may include, but not be limited to the following: conducting and sharing wildlife surveys, developing big game and small game harvest season recommendations, communicating wildlife and fisheries resource management concerns, and conducting predator/nuisance animal control activities in an effort to safeguard domestic livestock operations.

II. PARTIES. The parties to this MOU include:

A. The Rosebud Sioux Tribe Department of Game, Fish, and Parks, also known as the Department of Natural Resources, is a wildlife management and law enforcement program under the umbrella of the Rosebud Sioux Tribe. RSTGFP exercises tribal jurisdiction of natural resources including management and law enforcement on Indian Country lands and waters within the Rosebud Indian Reservation of Todd County and on Indian Country lands and waters located in Gregory, Lyman, Mellette, and Tripp Counties of South Dakota. Tribal natural resources include environmentally and culturally significant species, habitat, cultural and historical resources recognized as environmental resources.

B. The South Dakota Department of Game, Fish, and Parks is an executive agency of the State of South Dakota charged to perpetuate, conserve, manage, protect, and enhance South Dakota's wildlife resources, parks, and outdoor recreational opportunities for the use, benefit, and enjoyment of the people of South Dakota and its visitors, and to give the highest priority to the welfare of this state's wildlife and parks, and their environment, in planning and decisions. SDGFP exercises state jurisdiction of wildlife management and law enforcement on deeded lands and waters throughout the State of South Dakota.

III. TERMS. The terms of this MOU include:

A. The parties agree to work cooperatively to conduct wildlife surveys, management and research projects when mutual interest exists and to share information to assist in effectively managing shared big game, small game, and non-game populations.

B. The parties will work together when appropriate to control predator or nuisance animals.

i). The SDGFP Wildlife Damage Specialist conducting predator control work or designee shall notify RSTGFP when aerial predator operations will be conducted within, or adjacent to, the

Rosebud Indian Reservation of Todd County and adjacent to Indian Country lands and waters located in Gregory, Lyman, Mellette and Tripp Counties of South Dakota.

ii). Both parties shall share annual reports identifying animal control work conducted within the reservation boundaries with locations, the number of animals taken, and methods used.

C. SDGFP may make available various training opportunities to RSTGFP personnel when opportunity exists to do so and when mutually agreed upon.

D. SDGFP in cooperation with RSTGFP may transplant wildlife and fisheries resources to the Rosebud Indian Reservation to bolster existing populations where biologically justified and mutually agreed upon.

E. The parties will communicate regularly and conduct meetings as necessary to discuss various collaborative activities.

F. SDGFP will consult with the Rosebud Sioux Tribe, as required by statute, in actions that may affect the Tribe's cultural or religious interests including protection of archaeological sites.

G. Either party that provides assistance pursuant to a request under this MOU may withdraw that assistance at any time if it determines, in its sole discretion, that continuing to provide that assistance would leave it inadequate resources to preserve the health, safety, and welfare of its citizens or is otherwise unable to provide the requested assistance.

H. Nothing in this MOU shall constitute a waiver or abrogation by either party of its sovereign immunity or any statutory immunity.

I. Nothing in this MOU shall constitute a waiver or diminishment by either party of any standing hunting and fishing rights.

J. This MOU is not a commitment of funds by the State of South Dakota, or its agencies.

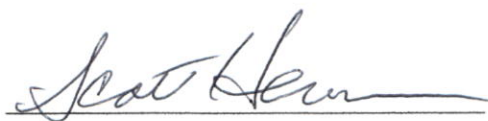
K. This MOU is not a commitment of funds by the Rosebud Sioux Tribe, or its departments.

IV. MOU DURATION

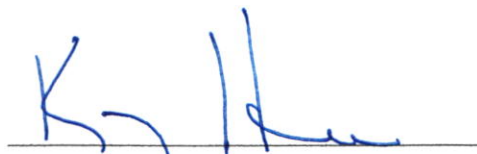
A. This MOU shall be in effect from and after the date of its execution by both parties.

B. This MOU may be terminated by either party upon providing at least thirty days (30) days written notice of said termination to the other party.

IN WITNESS THEREOF, this Memorandum of Understanding is hereby agreed to and signed by the parties:



President William Kindle
Rosebud Sioux Tribe



Kelly Hepler, Cabinet Secretary
SD Department of Game, Fish, and Parks